

MISSISSIPPI RIVER AND TRIBUTARIES.

LETTER

FROM

THE SECRETARY OF WAR,

TRANSMITTING

The report of the Colonel of the Corps of Topographical Engineers, relative to the improvement of the navigation of the Mississippi river and its tributaries.

FEBRUARY 26, 1844.

Read, and laid upon the table.

WAR DEPARTMENT, February 22, 1844.

SIR: In answer to a resolution of the House of Representatives of the 19th instant, requiring the Secretary of War to communicate to the House "copies of all contracts entered into within four years prior to the commencement of the present Congress, or pending and unfulfilled at that time, for the improvement of the navigation of the Mississippi river or its tributaries, or any one or more of them; the amount expended under such contracts or otherwise, and in what manner; a statement of the amount appropriated and unexpended at the beginning of the present fiscal year; the names and residence of contractors and superintendents thereof, whether private individuals or public officers, with copies of their respective reports and correspondence relating thereto, the orders or instructions under which they or any of them acted, or still act; whether such contractors or superintendents are allowed, in any case, in prosecuting said improvements, to exercise their own discretion, and, if so, under what circumstances; and all such other and further information within the control of the War Department as may serve to show the extent of improvements made, contemplated, or necessary in said rivers, discriminating between improvements deemed necessary in a military point of view, and those in furtherance of commerce;" I respectfully transmit, herewith, a report of the Colonel of the Corps of Topographical Engineers, which, with the papers referred to, contain all the information required by the resolution as far as it can now be furnished. The two reports referred to by Colonel Abert, now in preparation, and which will be completed in a few days, will, it is believed, contain all the important facts and estimates relative to the necessary improvements on the western waters.

Very respectfully, your most obedient servant,

WM. WILKINS,
Secretary of War.

Hon. J. W. JONES,
Speaker of the House of Representatives.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, February 21, 1844.

SIR: I have the honor to acknowledge your direction to report upon a resolution of the House of Representatives of the 19th instant. The only contract entered into by this office, in reference to the Mississippi or its tributaries, is that for the Red river; a copy of which is subjoined. Captain Linnard is the superintending engineer of this work, and his discretionary power over the contractor will be found specified in the articles of the contract.

Lieutenant Colonel S. H. Long is the superintending engineer of the improvements upon the Ohio below the falls at Louisville, the Mississippi, the Missouri, and the Arkansas; and Captain Sanders is the superintending engineer of the Ohio above the falls. These officers have a general discretion over these improvements, appealing to the bureau for instructions in all but ordinary cases.

The extent of the improvements made, contemplated, or necessary, upon these waters, as far as our present knowledge will justify definite opinions, will be found embodied in the annual report from this office, printed with the President's message, (House document, No. 2,) commencing at page 130; and in appendix No. 2 to that report, beginning at page 186, being the report of Lieut. Col. Long; and in appendix No. 3 to that report, beginning at page 220, being the report of Captain Sanders.

The resolution also requires a discrimination "between improvements deemed necessary in a military point of view, and those in furtherance of commerce."

The improvements on these rivers refer exclusively to the bettering of ways of communication, increasing facilities of transport, and reducing the dangers and delays from snags, bars, rocks, and other impediments; affording advantages of transport to every species of travelling or passage, be it commercial, military supplies, troops, or travellers, and offering facilities alike to commerce and to military operations. I do not see how any discrimination of the advantages of these improvements can be made, in reference either to commercial or to military operations, but in the proportions in which these great highways may be used for those different purposes. In times of peace, when commercial intercourse is at its maximum, and military movements at a minimum, the advantages to commercial operations must be far greater than to military; but in times of war, when those conditions would be rather reversed, facilities to military operations would probably preponderate.

Two reports have been lately received, referring to particular passes on these waters—one, the falls at Louisville; the other, the harbor of St. Louis. These are in preparation, under resolutions of Congress, and will be submitted to its consideration in a few days.

Very respectfully, sir, your obedient servant,

J. J. ABERT,

Colonel Corps Topo. Engineers.

Hon. WILLIAM WILKINS,

Secretary of War.

Articles of agreement, made on the sixth day of September, one thousand eight hundred and forty one, between John James Abert, Colonel of the Corps of Topographical Engineers, on the one part, and Thomas T. Williamson, of ———, of the other part.

This agreement witnesseth : That the said John J. Abert, for and on behalf of the United States of America, and the said Thomas T. Williamson, his heirs, executors, and administrators, have virtually agreed, and by these presents do mutually covenant and agree, to and with each other, as follows, to wit :

1st. That the said Thomas T. Williamson, his heirs, executors, or administrators, do covenant and agree to execute the following kinds of work on Red river, State of Louisiana, namely :

1. To remove the present raft, situated in the main navigable channel of Red river, at and near Phelps's landing, and embracing a distance of about three miles, together with any and all additions that may be made to the same by new accumulations of drifted materials prior to the completion of the removal of said raft, by the first day of February next, for the sum of fifteen thousand dollars.

2. To eradicate, reduce, and remove from the main navigable channel, all rafts, planters, sawyers, stumps, logs, wrecks, &c., that may now or hereafter be found to exist in the main navigable channel, and to keep the same open between the outlet of Red Bayou, near the northerly boundary of Louisiana, and the confluence of said main navigable stream with Bayou Pierre river, six miles above Grand Ecore, embracing the entire district affected by the old raft ; and to keep the same open and in good navigable order, in the space herein stated, for the period of four years from the date of this contract, for the sum of forty-five thousand dollars.

3. The formation of cuts-off at the gorges of bends.

4. The reduction and removal of willow-points at abrupt turns of the channel.

5. The felling of trees, &c., standing on the banks of the river, and

6. Such other works as may be deemed conducive to the improvement of the navigation of the river.

The said party of the second part, namely, Thomas T. Williamson, doth further covenant and agree to receive the United States steamboat Eradicator, with tools and equipment, for the sum of eight thousand dollars; the same to be charged to him as part payment of any work done under this contract.

All works herein contemplated will be executed under the directions of a superintending engineer on the part of the United States, and from items three to six, inclusive, for such rates of compensation as he, the said engineer, may deem equitable and just ; the said engineer being authorized to accept the voluntary assistance of a commission, on the part of the inhabitants of the Red river country, in order to aid him in the inspection of work done, in verifying the same according to the terms of the contract, in estimating the value of the different items of work, and the amounts payable therefor, and in declaring a contract void, in case of a failure on the part of the contractor to comply with the conditions and stipulations of the contract.

The party of the first part, namely, the said John J. Abert, stipulates, on behalf of the United States, that payments for work done under said con-

tract shall be made semi annually, and after inspection of work done. It is also mutually agreed, that ten per cent. of amounts periodically due for work done, may be retained by the United States, and forfeited as part of the penalty, in case of failure, by the contractor.

The words in the 16th line, "by a day stated in the proposal," were stricken out before signing.

In witness whereof, the parties have hereunto subscribed their names and affixed their seals, the day and year above written.

THOS. T. WILLIAMSON. [SEAL.]

JOHN J. ABERT, [SEAL.]

Colonel Corps Topo. Engineers.

Signed, sealed, and delivered in presence of

WM. TURNBULL.

GEORGE THOMSON.